BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer, Project Division,
Yelahanka Zone, Byatarayanapura, Bangalore-560092.
e-mail of the tender inviting authority: eepryz@gmail.com

SHORT TERM NOTICE INVITING EXPRESSION OF INTEREST

PROVIDING SERVICES TO REMOVE UNAUTHORISED AND ILLEGAL ADVERTISEMENT DISPLAYS IN YELAHANKA ZONE OF BRUHAT BENGALURU MAHANAGARA PALIKE

¨Bidder

Executive Engineer (Project)

DISCLAIMER

Bruhath Bengaluru Mahanagara Palike has taken adequate care in the preparation of the Request for Proposal (EOI) in this **NOTICE INVITING EXPRESSION OF INTEREST**. Nevertheless the agencies should satisfy itself that EOI document for all types of revenue collections of BBMP using the EOI is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office, from any Agency within five days from the date of issue of this document, it shall be considered that the issued document is complete in all respects and has been received by the Agency.

Neither BBMP nor its employees, Agency, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty - express or implied, with respect to the information contained in the EOI, or on which the EOI is based, or any other information or representations supplied or made in connection with the selection process.

Neither BBMP nor its employees or Agency will have any liability to any Agency or any other person under any law, statute, rules or regulations or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any information contained in this EOI, any matter deemed to form part of this EOI, the award of the tender, the information and any other information supplied by or on behalf of BBMP or their employees, any Agency or otherwise arising in any way from the selection process for the Project.

Nothing in the EOI is, or should be relied on, as a promise or representation as to the future. In furnishing the EOI, neither BBMP, nor its employees, advisors undertake to provide the recipient with access to any additional information or to update the EOI or to correct any perceived inaccuracies therein.

BBMP or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Agency or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

BBMP reserves the right to reject any or all of the Bids submitted in response to the EOI at any stage without assigning any reasons whatsoever.

BBMP reserves the right to change any or all of the provisions of the EOI. Such changes will be intimated to all the successful Agency.

BBMP reserves the right to change, modify, add to or alter the selection process including of additional evaluation criteria. Any change in the selection process shall be intimated to all Agency

EXPRESSION OF INTEREST (EOI)

PROVIDING SERVICES TO REMOVE UNAUTHORISED AND ILLEGAL ADVERTISEMENT DISPLAYS IN YELAHANKA ZONE OF BRUHAT BENGALURU MAHANAGARA PALIKE

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BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK/EE (P)/TEND/ 05/2023-24

Office of the Executive Engineer,
Projects Division, Yelahanka
Zone, Bangalore-560092
Dated: 29/09/2023

NOTICE INVITING TENDER (NIT)
EXPRESSION OF INTEREST

The Executive Engineer (Project Division) Yelahanka Zone, BBMP, Bangalore invites Expression of Interests from individual (except minor), a Proprietor, partnership firm, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or consortium of companies (maximum of three members) under Two cover bid system having an office at Bangalore / Karnataka with vast experience and proven record of similar nature of work to provide the services for removal of unauthorized / Illegal Advertisements, including any form of display defined as Advertisement in the BBMP Advertisement Byelaws 2006 like hoardings, bus shelter displays, pole kiosks, displays on medians, Sky walks including flexes, banners and buntings etc in Bruhath Bangalore Mahanagara Palike limits. The tenderers may submit tenders for the work given in the table KPPP portal of the Government of Karnataka. Other details can be seen in the tender document.

1. Tender documents may be downloaded from the KPPP portal of the Government of Karnataka
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 180 days beyond the validity of the tender.
3. Other details can be seen in the tender documents.

Sl.No	Name of Work	EMD	Period of Contract
1	Providing services to remove unauthorized/ illegal Advertisements in Yelahanka Zone of BBMP (CALL-2)	Rs.1.00 Lakh	12 months

Time Schedule/Calendar of events:

1	Last Date & Time for receipt of Tenders	:	09/10/2023 up to 04:00 PM
2	Opening of Technical bid	:	On 10/10/2023 at 04:30 PM
3	Opening of Financial bid (If Possible)	:	On 12/10/2023 at 04:00 PM if possible

Note:

¨Bidder

Executive Engineer (Project)

1. Bids will be opened on the website https://KPPP.karnataka.gov.in in the office of the Executive Engineer, Project Division, Yelahanka Zone. Contact e mail of the Executive Engineer is eepryz@gmail.com
2. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://KPPP.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22441076
6. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

Back ground information:

Unauthorized / Illegal Advertisements are found in large numbers in the city in violation of the provisions of the Advertisement Byelaws 2006 and the provisions of the Karnataka Municipality Act,1976 causing leakage to the city revenues and posing hazard to traffic, aesthetics and safety of the citizens. Advertisements include any form of display as defined in the BBMP Advertisement Bye laws 2006 like hoardings, Bus shelter displays, pole kiosks, displays on medians, Sky walks etc and also flexes, banners and buntings etc. Therefore BBMP has decided to initiate action against such illegal and unauthorized Advertisements as per law and remove them. To meet the above objective, BBMP wishes to call in agencies for providing the services and remove the unauthorized and Illegal Advertisements in YELAHANKA zone of BBMP.

EOI is invited from interested agencies to offer the above mentioned services. Agencies who satisfy the qualification criteria mentioned below may submit their EOI as per the instructions provided in the section "Submission of EOI". The detailed scope of work along with the documents etc., can be accessed through e-portal of Government of Karnataka. BBMP reserves the right to accept or reject any or all EOI without assigning any reasons. For further queries contact the Executive Engineer (Project) Yelahanka Zone, BBMP, Bangalore-560092 at e-mail id: eepryz@gmail.com

1	The bids are to be submitted in the E-procurement system only as notified in this tender document.
2	The tender comprises of Two cover system of (a) Technical bid & (b) Financial bid.
3	Technical Bid should contain scanned copies of the following documents along with the technical proposals of section 3 filled through online in e-procurement portal ;
	Eligibility Criteria :

¨Bidder Executive Engineer (Project)

	a. The Bidder shall be a Private / Public limited company registered under companies Act 1956 in Karnataka and operating in the State. b. The bidder should have annual turnover of at least Rs. 10.00 Lakhs in each of the last 3 year (2020-21 to 2022-23). Financial statements in the form of Annual audited accounts showing the Balance Sheet and Profit & Loss for the financial years from 2020-21 to 2022-23 c. The Bidder should not have been blacklisted by Government of Karnataka or by its public sector undertakings or by any Corporate for any reasons whatsoever including corrupt or fraudulent practices or for unfair trade practices. d. Bidder should have minimum One year experience in removing Advertisements using heavy machinery like cranes with light ladders, gas cutters, JCB and tippers and sufficient trained manpower to execute work as removal of hoardings including the iron frame, pole kiosks including structural frame, bus shelters etc., and equipment including illumination and safety equipment to work at night as well as day and relevant permission and licenses from all concerned statutory authorities. e. Bidder should have Valid registration certificates/ license from Karnataka State Labor Department, PF authorities, ESI authorities, etc f. Bidder is totally responsible for ensuring safety of personnel and public premises and public property while performing the services.
	g. Details of information and documents in respect of experience and past performance in the execution of similar contracts/works.
4	Financial bid should contain the financial proposal of section-6 filled through online in e-procurement portal.
5	Aspiring tenderers who have not obtained the user ID and password for participating in e-tendering in BBMP may now obtain the same from the website http://www.KPPP.karnataka.gov.n.
6	Bidders can access tender documents on the website, fill them and submit the completed tender document either one or all packages into electronic tender on the website itself.
7	Bidders should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.
8	EMD shall be paid in the e-payment portal only and the technical bid will be opened only on the confirmation of receipt of payment in Government of Karnataka central pooling A/c held at the Axis/ICICI Bank, failing which the tender will not be considered.
9	A successful tenderer will have to execute an agreement as per standard tender document with the Executive Engineer,(Project Division), Yelahanka Zone BBMP, Bangalore. Within 7 days upon receipt of intimation, along with the Security deposit for an amount equivalent to 5.00 Lakhs, failing which his tender will be rejected and EMD will be forfeited.

¨Bidder

Executive Engineer (Project)

10	The work shall be commenced and executed within 48 hours of the issue of work order by the Yelahanka Zone Joint Commissioner.
11	The Tenderer shall be solely responsible for ensuring the safety of his men and material and also ensuring safety public and public property during any removal process. All activities of removal shall be documented by the Tenderer.
12	Commissioner, BBMP, Bangalore reserves the right to accept / reject any or all tender without assigning any reasons.
13	Even though the tenderers meet the eligibility criteria, they are subjected to be disqualified if they have;
	a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement : and / or
	b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc.,
14	Financial bid for the work shall be unconditional. Conditional offers by bidders will be rejected.
15	The financial bid shall be valid for a period of 90 Days from the last date of submission of bids.
16	The rates shall be quoted for the whole work (including all components) as may be assigned and shall be inclusive of all taxes and duties etc., in financial proposal.
17	No advance / mobilization amount will be provided.
18	The whole field, data processing and presentation of complete records and maps shall be carried out within the time limit specified in the scope of work.
19	Penalty will be levied if the time limit specified in the scope of work is not adhered to as per clause 8.3 & 8.4 under section 2 of ITC.
20	The decision of Commissioner , BBMP, Bangalore, shall be final and binding on the contracting firm / company in the matters of determination of progress of the work, acceptance or otherwise of the work.
21	Further details of work can be obtained from the office of the Executive Engineer, Project Division, Yelahanka Zone, Byatarayanapura, BBMP Bangalore-560092 on all working days. E-mail id eepryz@gmail.com The bidder should have local office in Bangalore or anywhere in Karnataka, for the past 3 years.

Sd/-
Executive Engineer
Project- Division Yelahanka Zone
Bruhat Bangalore Mahanagara
Palike

¨Bidder

Executive Engineer (Project)

Copy Submitted to:-

1. The Worshipful Mayor/Deputy Mayor for kind information.
2. The Commissioner for kind information.
3. The Special Commissioner (Project) for kind information.
4. The Engineer-In-Chief for kind information.
5. The Joint Commissioner (Yelahanka Zone) for kind information.
6. The Chief Engineer (Yelahanka Zone) for kind information.
7. Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English.

Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara Palike.

Expression of Interest

SECTION 1. LETTER OF INVITATION

Bangalore

(Date)
(Name and address of Bidder)

Dear Sir,

BBMP has decided to remove All Unauthorized / Illegal Advertisements in its **YELAHANKA** zone which are marring the beauty of city. To meet the above

¨Bidder Executive Engineer (Project)

objective, BBMP wishes to call in agencies for providing the services for removal of Unauthorized / Illegal Advertisements in all its**, Yelahanka** zone.

The objectives and description of the services are:
Providing services to remove the unauthorized and illegal Advertisements in Yelahanka zone of Bruhath Bangalore Mahanagara Palike.

You are now invited to submit a proposal for the services required for the above project.

A) Scope of Work:

The selected agency will be responsible for procurement of men and machineries, planning, Dismantling/ removing Unauthorized/ Illegal Advertisements/**Remove steel structures used to put up illegal Advertisements and remove illegal Advertisements mounted on steel columns with steel frames using heavy machineries like cranes and JCB and** using suitable accessories like gas cutter, cutting pliers, plastic ropes, bamboo stick with sickle etc. **and agency has to collect all the dismantled / released iron structures** such as M.S. Angular/Pipes, Vinyl, flex, electrical fittings such as cable, sodium/halogen lamps etc., **from the spot and remove all the debris from the spot. Clearing of debris after dismantling and dumping the debris in a place directed by BBMP on the same day. The other material including steel has to be taken to the weigh bridge by the agency on the same day at its cost and weighed and the proceeds as per rate awarded has to be remitted to BBMP on the same day**.The agency shall quote rates on Tonnage basis in financial bid of EOI for utilization of **dismantled / released scrap iron materials such** as M.S. Angular/Pipes/frames etc.

It is expected that the agency will arrange the squad with all the required tools for dismantling Advertisements. Vehicles along with drivers should be arranged by the agency for movement from one place to the other in the concerned ward as directed by the concerned BBMP official.
The enclosed EOI contains the following documents:

Section 2	Information to Bidder(ITC)
Section 3	Qualification information
Section 4	Forms of tender, letter of acceptance, notice to proceed with the work and -agreement form
Section 5	Condition of Contract.
Section 6	Financial Proposal.
Section 7	Format of Bank Guarantee for Security Deposit.

Yours faithfully,

For **BBMP**
Executive Engineer Project Division Yelahanka Zone.

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SECTION 2. INFORMATION TO BIDDER

1. INTRODUCTION

1.1 **Bruhat Bengalaru Mahanagara Palike (BBMP), "the client" is desirous of obtaining the "Expression of interest for Providing services to remove the unauthorized / illegal Advertisements in Yelahanka Zone of Bruhat Bangalore Mahanagara Palike**

The objectives and description of the services are:

The selected agency will be responsible for usage of its trained men and machineries, for planning, safe dismantling and removal of unauthorised and Illegal Advertisements including hoardings, pole kiosks, bus shelter displays, remove steel structures used to put up illegal Advertisements/remove illegal Advertisements mounted on steel columns with steel frames using heavy machineries like cranes and JCB using suitable accessories like gas cutter, cutting pliers, plastic ropes, bamboo stick with sickle etc. and agency has to collect all the dismantled / released iron structures such as M.S. Angular/Pipes, Vinyl, flex, electrical fittings such as cable, sodium/halogen lamps etc., from the spot and remove all the debris from the spot. Clearing of debris at its own cost after dismantling and dumping the debris in a place directed by BBMP on the same day.The other material quoted for including steel has to be taken to the weigh bridge by the agency on the same day at its cost and weighed and the proceeds as per rate awarded has to be remitted to BBMP on the same day. The BBMP will select an agency based on evaluation criteria mentioned in this document.

1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, for "Expression of interest to Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike as per the detailed scope of work.

The Proposal will be the basis for contract negotiations and ultimately, signing of a contract with the selected bidder

1.3 The bidder must familiarize himself with local conditions and take them into account in preparing his Proposal.

1.4 The Client will provide the inputs as required by the bidder .

1.5Preference will be given to the bidders who had local office including men and machineries in Bangalore, for the past 3 years.

1.6 It is BBMP'S policy to require that Bidder (including their affiliates /associates / partners) to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, BBMP -:

(a) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

(b) Will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Bidder or their associates during the selection process or theexecution of that contract.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BBMP - financed contract; and

For the purposes of above:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a BBMP official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practices among bidder (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BBMP of the benefits of free and open competition.

1.7 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above sub para 1.6(c).

1.8 Earnest Money Deposit (EMD)

The bidders are requested to submit EMD of Rs. 1,00,000/- (Rupees One Lakh Only) along with the Technical Bid.

Any tender not accompanied by an acceptable earnest money deposit and not secured in the payment modes as indicated below shall be rejected by the Client as non responsive

* The earnest money deposit of unsuccessful tenderers will be returned within 30 days from the end of the tender validity period.
* The earnest money deposit of the successful Tenderer will be discharged after satisfactory Completion of contract period and furnished the required Performance Security.
* The Earnest Money Deposit may be forfeited:
  (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
  (b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  (i) sign the Agreement; or
  (ii) furnish the required Security deposit

The bidder shall pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The bidders bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held

at ICICI Bank/ Axis bank

EMD amount will have to be submitted by the bidder taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI/Axis Bank until the contract is closed.
b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka Bank before Bid submission date and time, through online payment. In case of OTC Payment , the DD to be drawn in favor of "e-Procurement , Government of Karnataka " and submit to ICICI / Axis Bank before bid submission time and update the transaction reference in e-Procurement portal .

For details on e-Payment services refer to e-procurement portal for more details on the process.

2. MODIFICATION AND WITHDRAWAL OF TENDERS

2.1 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

2.2 Tender can be withdrawn only before Bid submission date and time, as published in the e-procurement portal.

2.3 No Tender may be modified after the deadline for submission of Tenders.

2.4 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission if available on e-portal.

2. PREPARATION OF PROPOSAL

3.1 Pre-Qualification Criteria:

Proprietary concerns, partnerships firms, registered companies, duly registered cooperative societies, consortium(lead partner plus one) are eligible to submit EoI provided they meet the following criteria:

(i) **Registration:** The bidder should be registered with the income tax and also registered under the labour laws, employees provident fund organization. Employees state Insurance Corporation.

(ii) The agency shall have EPF, ESI, Labour, Service Tax, other taxes, insurance, workmen compensation Act and factory act registration with the respective government / central government authorities and proof of such registration (notary attested copy) shall be enclosed along with the bid. The following details shall be uploaded.

(a) EPF registration number with date:
(b) ESI registration number with date:
(c) Bidders (IT) PAN Card number:
(d) Service Tax registration number with date, allotted by tax authorities
(e) Valid labour license issued by labour department and it should be in force duly indicating the period of validity.

(f) Company registered under the companies Act 1956.

If the agency/bidder is individual firm, the following details shall be uploaded.

(a) Name of the owner of the agency, agency address and postal address
telephone numbers for correspondence.
(b) Agency registered details with registration number.
(c) Opening date of the agency.
(d) In proof of having fully adhered to qualification criteria , attested copies of Clearance certificate (last three years returns) from sales / service tax department/ income tax department shall be acceptable.

OR

If the agency / bidder is partnership firm, the following details shall be uploaded:

(a) Partnership deed.
(b) Details of partnership agency including names and address of partners.
(c) Agency registered details with registration No.
(d) Opening date of the agency
(e) In proof of having fully adhered to qualification criteria, attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
(f) In proof of having fully adhered to qualification criteria, attested copies of Clearance certificate (last three years returns) from sales / service tax department, income tax department shall be acceptable.

(iv) The bidder should not have defaulted or black listed by central / state government or public sector under taking of India, declaration shall be uploaded.

The bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

(v) Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have.

- Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and / or record of proof performance such as not properly completing the contract of financial failures etc.
- The bidder shall indicate any deviations to terms and conditions if any. Otherwise it will be presumed that, the bidder has accepted terms and conditions of the tender.
- Details of the payments receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and Services Taxes.
- After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action, such as forfeiting performance guarantee / blacklisting the firm.

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BIDS BY CONSORTIUM

In case of a Bid by a Consortium of firms:

a) There can be a maximum of only three members in a Consortium.
b) The Consortium as a whole must satisfy both the Technical and Financial Capability requirements.
c) Each consortium must specify the proposed equity shareholding nominate aLead Member of the Consortium. This shall be enshrined in the Memorandum of Agreement (MOA) signed by all Consortium members and submitted along with this bid .
d) If the successful bidder is a consortium of firms, the License Agreement shall be signed with entire Consortium i.e. all the Consortium Members shall be party to the License Agreement. Power of Attorney by all members of the consortium in favour of the lead member shall be attached.

Bidder shall attach copies of all proofs as required to establish the technical and financial capability. The bidder shall have to furnish an affidavit on Non Judicial Stamp paper of Rs. 200/- duly attested by a Notary Public indicating that he/she has not been debarred blacklisted by BBMP or by any other Municipal Corporation or by any Department/Board/Corporation of Govt. of Karnataka/ Govt. of India or of any State Govt. or any PSU" .The Bidder must submit Audited Annual Reports, Balance Sheet and Profit Loss Accounts with Schedules forming part of annual accounts of the last 3 (three) years. In case of a Consortium, the audited annual reports along with schedules of each relevant member of the consortium for last Three Years shall be submitted. True copies of licensing agreements duly certified by statutory auditor/ Chartered accountant shall be attached.

Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation/selection criteria.

3.2 **Technical Requirements:**

a)Dismantling squad:

Duties and responsibilities: Dismantle and remove unauthorised and Illegal Advertisements during day or night operations including hoardings and all forms of advertisements as defined in the BBMP Advertisement Byelaws 2006,identified and as directed by concerned zonal Joint Commissioner, BBMP, using heavy machinery, JCB, gas cutters, Cranes with skilled labour and driver in the safest and most efficient manner. Collect all the removed steel structures transport to weigh bridge for getting the same weighed, clearing of debris after dismantling and dumping the debris in a place directed by BBMP on the same day. Ensuring safety and security of all staff and citizenry and public and private property. The dismantling squad shall have the following requirements and have the following roles and responsibilities.

1) Physically fit and mentally Sound.
2) Knowledge of Kannada is a must.
3) Shall be within the age group of 21 to 40 years.
4) Knowledge of climbing and using a rope and light ladders safely.
5) Knowledge of how to cut / dismantle steel structures, handle electrical wiring safely and lower the structures under full control.
6) All workers shall be in uniform and carry valid ID cards.

(ii)For Drivers:

- Ensure that vehicle is in good condition
- Possess valid driving license with no earlier instances of police or criminal cases or penalty imposed for bad driving.
- To drive and park the vehicle properly.
- A driver should have valid license for heavy/light vehicle from RTO authority.
- Shall be physically fit and Mentally sound.
- Knowledge of Kannada is a must.
- Should be within the age group of 21 to 40 years.

(iii)For the Supervisor:

Should be in the site of the operations. Shall be within 30-50 years of age with valid experience of at least five years in similar operations. Shall maintain all documentation of the sital operations from the Contractor's side. Shall also arrange for documentation on camera and video.

Shall be responsible for the quick, efficient and safe removal of the advertisement structures without causing any damage to public or private property.

iii. For the Agency

a. The Agency shall have P.F, ESI, Labour, service tax, other taxes, Insurance, workmen compensation Act and factory Act registration with the respective authority and proof of such registration shall be enclosed along with the bid. The Contractor/Agency shall ensure that all statutory requirements needed to carry out dismantling operations of advertisements are complied with. For each operation, the contractor has to be invariably be present at the spot and ensure safety and efficiency in carrying out the operations. The agency shall be capable of providing the required number heavy machineries i.e Cranes, JCB, gas cutters and workers and drivers details within 15 days from the date of award of contract. No time for mobilisation will be given. As soon as a work order is received from the zonal Joint Commissioner, BBMP the work has to be executed within 48 hours.

A) The bids are to be submitted in the electronic tendering system through e-procurement portal only. The tender comprises details of bidder's capability to undertake the tender and scope of service to be carried out.

B) The proposal shall be valid for a period of not less than 180 days from the last date of submission of proposal

Inspection and Visit to the sites.

a. Bidders may carry out the inspection of the sites at any time and at their own cost.

b. It is desirable that each Bidder submits its proposal only after visiting the site and ascertaining for themselves the location, surroundings or any other matter considered relevant to his participation in the bidding process.

c. It would be deemed the Bidder has:

- Made a complete and careful examination of terms & conditions/ requirements, and other information of the entire bidding process.
- Received all such relevant information as requested from the BBMP.
- Made a complete and careful examination of the various aspects of the project including, but not limited to:.
- All other matters that might affect the Bidder's performance under the terms and conditions of this bid.

Technical Proposal

3.3 In preparing the Technical Proposal, Bidder are expected to examine the documents comprising this EOI in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.4 While preparing the Technical Proposal, bidder must give particular attention to the following:

MINIMUM ELIGIBILTY CRITERIA FOR PARTICIPATION IN THE EOI.

- Minimum of 1 year experience in removal of Illegal Advertisements anywhere in Karnataka. **Certificates from competent authority are to be produced**
- The participant should have technical capability The bidder should have annual turnover of at least Rs.10.00 Lakh in each of the last 3 year**(2020-21 to 2022-23)**
- The firm should not be blacklisted by the Government, or its agencies and Public Sector/State Level Enterprises.

3.5 The Technical Proposal should provide the following information:

(i) A brief description of the firm's organization and a list of recent experience on assignments of a similar nature.
(ii) Any additional information requested in the Data Sheet.

To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this EOI, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

Sl .No	**Technical Qualification Criteria**	**Documents/ proof to be submitted**
1.	The bidder shall be individual (except minor), a Proprietor, partnership firm, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or consortium of companies (maximum of three members)	Copy of the Registration certificate
2.	The bidder should have annual turnover of at least Rs.10.00 Lakhs in each of the last 3 year	Auditor's certificate in ORIGINAL regarding company's last 3

	(2020-21 to 2022-23)	years Annual Reports for turnover and IT returns certified by the company auditor/Chartered Accountant
3.	The Bidder should not have been blacklisted by Government of Karnataka or by its public sector undertakings or by any Corporate for any reasons whatsoever including corrupt or fraudulent practices or for unfair trade practices.	Affidavit by the bidder on a notarized stamp paper of Rs. 200/-(Appendix F)
4.	Bidder should have experience in arranging squad comprising at least 5 men at any point of time with machineries	PF & ESI Challan for supplying squad personnel should be attached as documentary evidence.
5.	Bidder should have minimum one year experience in removing Advertisements using heavy machineries like cranes, JCB and tippers.	Documentary evidence showing experience in similar nature of work
6.	Bidder should have Valid registration certificates/ license from Karnataka State Labor Department, PF authorities, ESI authorities, etc.	Copies of registration certificates/ license from Karnataka State Labor Department, PF authorities, ESI authorities,
7.	The Bidder should submit detailed work plan, approach, and methodology and operation squad plan.	Enclose the plan as made by you.
8.	The contract of the bidder with any Government agencies or public sector under taking should not have been terminated for any fault attributable to the bidder for the past 3 years.	Affidavit in the format given duly signed and attested before notary.

Financial Proposal

3.6The financial proposal is a lump sum + Service Tax as applicable for the services which will be the ceiling contract price.

3.7In preparing the Financial Proposal, bidder are expected to take into account the requirements and conditions of the EOI document. The lump sum fee shall be all inclusive, containing all costs associated with the Assignment, (a) including remuneration for staff and equipment and vehicles,

4. SUBMISSION OF BID

4.1 Sealing and Marking of Bids

The Bidder shall submit the bids separately i.e., “Technical” and “Financial” electronically online on e-portal.

¨Bidder Executive Engineer (Project)

4.2 Deadline for Submission of Bids

The last date for submission of bids electronically **on e-portal** on or before the time and date stated in the Data Sheet **or corrigendum.**

4.3 Late Bids

Not accepted

4.4 Modification and Withdrawal of Bids

The bidder may withdraw his bid before the last date of submission of bids.

3.5 Regarding Queries:

4.5.1 The Tenderer or his authorized representative is invited to attend a Queries of a Tender meeting which will take place at office of the Executive Engineer,(project Division), Yelahanka Zone, BBMP, Byatarayanapura Bangalore-560092 on **the date and venue specified in this IFT**

4.5.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

4.5.3. The Tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than stipulated date mentioned in the notification of the tender.

4.5.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be posted online in the e-procurement portal which bidders should download. Any modification of the tender document listed in clause–2 of section 2 of ITC which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an **Addendum** and not through the minutes of the Tender Queries meeting. Addendum / Corrigendum of the Meeting is also the part of the bid document.

4.6 Bid Opening

i) The technical & financial bids will be opened on as mentioned in the notification/Addendum/Corrigendum. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

ii) Tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the office of the Executive Engineer, (Project Division), Yelahanka Zone, BBMP, Byatarayanapura Bangalore-560092, and submit the copy of the necessary relevant original documents at the time of opening of technical bid.

5. PROPOSAL EVALUATION

General

5.1 Bidder shall not contact the Client on any matter relating to their Proposal from the time of opening of the Technical Proposal till the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's Proposal

evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's Proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any reviews and no objection, is concluded.

5.3 **Evaluation of Technical & Financial Proposals**

Evaluation of Technical & Financial proposals at the same time as mention in the invitation for Tender by the competent authority & in the mean time tendrer may satisfy the following criteria :

(i) Minimum of 1 year experience in removal of Illegal Advertisements any where in Karnataka. **Certificates from competent authority are to be produced**

(ii) The participant should have technical capability The bidder should have annual turnover of at least Rs.10.00 Lakhs in each of the last 3 year **(2020-21 to 2022-23)**

After opening of the financial bid, the competent authority may further negotiate bid price and seek clarifications with the highest bidder to arrive at the final price.

6. Award criteria:

Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents.

7. AWARD OF CONTRACT

7.1 The bidder adjudged as responsive and quoting the highest bid amount in respect of a particular package will be declared as selected bidder for such package.

***7.2* Employer's right to accept any Tender and to reject any or all Tenders**

The Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

Notification of award and signing of Agreement

7.3 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

¨Bidder Executive Engineer (Project)

7.4 The notification of award will constitute the formation of the Contract, subject to the furnishingof security deposit.The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

7.5 Upon the furnishing by the successful Tenderer of the security deposit and Contract Agreement, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

Security deposit/ Performance Security

7.6 (i) Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for ***an amount equal to Rs 5.00 Lakhs*** as refundable interest free security deposit in the form of DD / Bank Guarantee/ Pay order in favor of Commissioner BBMP payable at Bangalore.

A bank guarantee in the form given in Section 7 or If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued by a Nationalized / Scheduled bank. The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

7.6 (ii) The security amount shall remain free zed during the entire contract period and shall be released only after successful completion of the contract as per the terms & conditions. All the compensation/claim or other dues/liabilities payable by the agency under the terms or by virtue of this contract/or any other contracts may be deducted by the BBMP from the security deposit. In the event of security deposit falling short due
to such deductions, the Advertiser shall within 10 days of the receipt of intimation to that
effect, deposit an amount by way of cash or draft, to make good the short fall in security
deposit. Further, under No circumstances, the security deposit amount shall be adjusted
and reduced against dues/liabilities.

7.7 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 7.6 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit .

Corrupt or Fraudulent practices.

7.8 The GOK requires that the Tenderers / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK -contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

SECTION 3

1. QUALIFICATION/ INFORMATION

Sl No	**Technical Qualification Criteria**	**Documents/ proof to be submitted**
1	Individual	Declaration of Individual status
2	Partnership firm	Partnership deed certificate
3	Company registered in India under the companies act 1956	Incorporation/Registration
4	Bid by a consortium of firms	1.Copy of agreement specifying stake of all members and nominating lead member for the consortium
		2.Power of attorney by all members of the consortium in favour of lead member
5	The bidder should have annual turnover of at least Rs.5.00 Lakhs in each of the last 3 year **(2020-21 TO 2022-23**	Auditor's certificate in ORIGINAL regarding company's last 3 years Annual Reports for turnover and IT returns certified by the company auditor/Chartered Accountant
6	**Income Tax Returns:**	The Income Tax returns for the last three financial years **2020-21 to 2022-23**
7	The Bidder should not have been blacklisted by Government of Karnataka or by its public sector undertakings or by any Corporates for any reasons whatsoever including corrupt or fraudulent practices or for unfair trade practices.	Undertaking by the bidder on a stamp paper of Rs. 200

8	Bidder should have experience in arranging squad comprising at least 5 men at any point of time with machineries	PF & ESI challans for supplying squad personnel should be attached as documentary evidence.
9	Bidder should have minimum one year experience in removing Advertisements using heavy machineries like cranes, JCB and tipper sand gas cutters.	Documentary evidence
10	Bidder should have Valid registration certificates/ license from Karnataka State Labor Department, PF authorities, ESI authorities, etc.	Copies of registration certificates/ license from Karnataka State Labor Department, PF authorities, ESI authorities,
11	The Bidder should submit detailed work plan, approach, methodology and operation squad plan.	Enclose the plan as made by you.

1.1 Constitution or legal status of Tenderer [Attach copy]

_____

Place of Registration (Attach Copy) :

_____

Principal place of business:

_____

1.2 Reports on the financial standing of the tenderer, such as profit and loss statements for the last three years.

1.3 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.5 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand,.

1.6 Information on litigations in which the Tenderer is involved :

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

¨Bidder Executive Engineer (Project)

Appendix A:

Format for letter of Proposal

(On the Letter head of the Bidder)

To, Date:

Executive Engineer,(Project Division) ,
Yelahanka Zone,
BBMP, Byatarayanapura
Bangalore-560-092 ,Karnataka, India.

Sub: **Providing services to remove the unauthorized and illegal Advertisements in YELAHANKA zone of Bruhath Bangalore Mahanagara Palike**

Being duly authorized to represent and act on behalf of_____ (herein after referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided, the undersigned hereby submits the Proposal for the services referred above.

BBMP and its authorized representatives are hereby specifically authorized to conduct or to make any enquiry or investigations to verify the statements, document and information submitted with this application and / or in connection therewith and to seek clarification from our bankers, financial institutions and clients regarding the same.

The undersigned declares that the statements made and the information provided in this proposal is complete, true and correct in all respects.

Yours faithfully,

_____

(Name and designation of the Authorized Signatory of Bidder)

Signature of the Bidder

1 In case of a Consortium- On the letter head of the Lead Member

¨Bidder Executive Engineer (Project)

Appendix B:

Format for Power of Attorney for Signing of Proposal

(On stamp paper of appropriate value)

Power of Attorney (Notarized)

Know all men by these presents, we _____ (name and address of the registered office of Bidder or in case of consortium of Lead Member) do hereby constitute, appoint and authorize Mr. / Ms._____ _____(name and residential address) who is presently employed with us and holding the position of _____as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike** including signing and submission of all documents and providing information / responses to the BBMP, representing us in all matters before BBMP and generally dealing with BBMP in all matters in connection with our bid for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Signature of the Bidder

Appendix C:

Format for Power of Attorney for Signing for Lead Member of Consortium (On a Stamp Paper of appropriate value) Power of Attorney (Notarized)

Whereas the Bruhat Bangalore Mahanagara Palike (BBMP) has invited applications from interested parties for **Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike** under the terms and conditions of the Contract Agreement.

Whereas, the members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Expression of Interest (EOI) document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the EOI document for the members of the Consortium to designate one of them as the Lead Member, with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____and M/s. _____(the respective names and addresses of the registered office) do hereby designate M/s._____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the BBMP, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with the BBMP.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and will always be deemed to have been done by us/Consortium.

Dated this the _____day of _____,2017
(Signature) :
(Title, Name and Address of the Executants)
(To be executed by all the members of the Consortium)

¨Bidder Executive Engineer (Project)

Appendix D:

Details of Bidder (For each member of Consortium)

1. Name
2. Address of the office(s)
3. Date of incorporation and/or commencement of business.
4. Brief description of the Company including details of its main lines of business.
5. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:

a) Name :
b) Designation :
c) Company :
d) Address :
e) Telephone Number :
f) Fax Number :
g) Mobile Number :
h) E-Mail Address :

6. Details of individual(s) who will serve as the point of contact / communication for BBMP within the Company:
a) Name :
b) Designation :
c) Company :
d) Address :
e) Telephone Number :
f) Fax Number :

g) Mobile Number : E-Mail Address :

7. In case of Consortium:
Information above (1-4) should be provided for all the members of the Consortium and information regarding role of each member should be provided as per table below:

Sl. No	**Name of the Member**	**Role (Lead Member or Other Member)**

Signature of the Bidder

¨Bidder Executive Engineer (Project)

Appendix E:

Format for Anti Collusion Certificate

(On the Letterhead of the Bidder or All members of Consortium)

To,
Executive Engineer,(Project Division) ,
Yelahanka Zone,
BBMP, Byatarayanapura
Bangalore-560-092 ,Karnataka, India

Sub: **Providing services to remove the unauthorized / illegal Advertisements In YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike.**

We hereby certify and confirm that in the preparation and submission of our Proposal for p**roviding the services to remove the unauthorized and illegal Advertisements** in Bruhat Bengaluru Mahanagara Palike limits, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this _____ Day of _____ 2017

_____
(Name of the Bidder)

_____
(Signature of the Authorized Person)

_____
(Name and designation of the Authorized Person)

Signature of the Bidder

¨Bidder Executive Engineer (Project)

Appendix - F

Format for Undertaking

(On stamp paper of appropriate value)

To, Date:

Executive Engineer,(Project Division) ,
Yelahanka Zone,
BBMP, Byatarayanapura
Bangalore-560-092 ,Karnataka, India

Sub:- **Providing services to remove the unauthorized / illegal Advertisements**
In YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike

We confirm that we are not barred or blacklisted by BBMP, Government of Karnataka (GOK), any other State Government in India(SG) or Government of India (GOI), or any of the agencies of GOK/SG/GOI or any other Procuring Entities within the meaning of the Karnataka Transparency in Tenders Act and the rules made there under, from participating in urban infrastructure or any other projects (contracting or otherwise) as on the Proposal Due Date indicated in the EOI document issued by BBMP.

Yours faithfully,

(Signature of Authorized Signatory)

(Name and designation of the Authorized Person)

Signature of the Bidder.

¨Bidder Executive Engineer (Project)

Appendix- G

Format for Undertaking for Business Entity

(On the Letterhead of the Bidder or All the Consortium members, in case of Consortium)

To, Date:

Executive Engineer,(Project Division) ,
Yelahanka Zone,
BBMP, Byatarayanapura
Bangalore-560-092 ,Karnataka, India

Sub: **Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike**

*****

We confirm that we are registered under the following statutes:

Type of Statute	Please tick as appropriate
Indian Companies Act, 1956,	
Law equivalent to companies act in case of incorporation outside India	
Separate statute of Government of India	

We are enclosing the certificate of incorporation / copy of statute or letter from statutory auditor that the company is registered as per details above (strike out whichever is not applicable), for your reference.
Yours faithfully,

_____

¨Bidder Executive Engineer (Project)

(Signature)

_____

(Name and designation of signatory)
Signature of the Bidder
Enclosed: Certificate of Registration or Letter from Auditor that the Bidder is a Business Entity as per definition of Clause 3.1.2 and Clause 3.13 of of the EOI document

(To be issued by the Chief Financial Officer/Company Secretary/Competent Office).

Appendix- H

Format for Financial Capability

The following format shall be used for statement of financial capability of Bidders:

Year	**Annual Turnover**
Year 1 (2020-2021)	
Year 2 (2021-2022)	
Year 3 (2022-2023)	

(The Bidder must submit Audited Annual Reports, Balance Sheet and Profit Loss Accounts with Schedules forming part of annual accounts of the last 3 (three) years. In case of a Consortium, the audited annual reports along with schedules of each relevant member of the consortium for last Three Years shall be submitted.)

Signature and Seal and registration number of
Statutory Auditor
Signature of the Bidder

¨Bidder Executive Engineer (Project)

Appendix - I

Format for Technical Proposal

(On the Letterhead of the Bidder or Lead Member in case of Consortium)

Experience of

i) Entrepreneur /Organization:
   Details of the eligible works (enclose proof of experience)
   a) Bidder should have experience in arranging squad comprising at least 10 men at any point of time with safety equipment and all requisite machineries to execute efficient work in minimum time.

ii) Bidder shall have minimum One year of experience in removing Advertisements using heavy machineries like cranes, JCB, gas cutters and tippers

iii) Key Personnel for undertaking the Assignment:
   List of Key Personnel & support staff with experience.

iv) Appreciation of Issues & Proposed methodology /method of operation in dismantling the illegal Advertisements ,Proposed methodology, Work Plan including team organization, work division and responsibilities.

¨Bidder Executive Engineer (Project)

v) A detailed description of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output may be explained. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

vi) Skills & Competencies

a) Professional Experience

Stamp & Seal.

SECTION 4

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

DESCRIPTION OF THE WORK: Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike

Tender No

TO
Executive Engineer (Project Division) ,
Yelahanka Zone, BBMP
Byatarayanapura, Bangalore-560092

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for bid value of Rs ---------- *[in figures]* (_____) *[in*

¨Bidder Executive Engineer (Project)

letters].

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the highest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: ----------

Name of Tenderer

_____

Address: ----------

------- ----------

¨Bidder Executive Engineer (Project)

Letter of Acceptance

(Letterhead paper of the Employer)

_____

___ [date]

To:

_____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ _____[name of the contract and identification number, as given in the Instructions to Tenderers] forthe Contract Price of Rs_____)

[amount in words and figures], as corrected and modified in accordance with the Instructions toTenderers is hereby accepted.

You are hereby requested to furnish Security deposit in the form detailed in Clause 7.6(i) of ITT for an amountof Rs5.00 Lakhwithin 7 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of contract i.e. up to _____ and sign the contract, failing which action as stated in of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(Letterhead paper of the Employer)

_____

___ [date]
To:
_____ [Name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 7.6 and signing of the contract agreement for the work of _____ at Tender Price of Rs_____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yo

urs faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement

This agreement, made the _____, day of _____ 2017, between _____ (name and address of Employer) (hereinafter called ”the Employer") of the one part and _____ (name and address of contractor) (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike. name and identification number of Contract**) (hereinafter called “the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of
this Agreement, VIZ:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Financial Proposal; and
vii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and

year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____.

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 5:

CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance.
Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:
(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Conditions of Contract
(5) Financial proposal and
(6) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design;
or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
(i) could not have reasonably foreseen; or
(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks
12.1 All risks of loss of or damage to physical property and of personal injury and death which
arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:
13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the “Contract Data”

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by1he date stated in the Contract Data the

Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site
22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions
23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:
24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control
25. Program
25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for ail the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Delays ordered by the Employer
26.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

27. Management meetings

27.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

27.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

28. Identifying defects

28.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

29. Tests

29.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

29.2 The Employer may appoint Consultant for Project Management and Quality Assurance.
The Contractor shall assist such PMC Consultant appointed by the Employer and make all arrangement for testing of materials for any or all items of works executed at the site.

30. Correction of defects

30.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
30.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

31. Uncorrected defects

31.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

32. PAYMENT:

32.1 **During each operation/ completion of operation of removal of illegal Advertisements the scrap material including all steel structures shall be got weighed jointly in weigh bridges and signatures shall be affixed jointly on the bill of weigh bridge and bid amount is arrived based on the weight**

of the scrap and the bidder has to remit the amount accordingly based on his quoted rate with BBMP.

33. Important Notes:-

1. The agency shall abide by all rules, regulations, Acts, byelaws which are applicable from time to time.

2. The agency is advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their offer. A bidder shall be deemed have full knowledge of the site whether he inspect is or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access all facilities for workers and all other services required for executing the work.

3. The successful bidder should obtain statutory clearances whenever necessary from the Police, Traffic police, BESCOM, BSNL, Pollution Control Board etc., The BBMP will co-ordinate with the concerned Departments to facilitate the contractor to obtain these clearances.

4. The concerned RO and ARO will provide necessary local police protection during dismantling operation

5. Dismantle / remove unauthorized/ Illegal Advertisements identified and as directed by the concerned BBMP official/ ARO. Collect all the removed steel structures by the successful bidder /Clearing of debris after dismantling and dumping the debris in a place directed by BBMP.

6. The decision of the Commissioner shall be final and binding on the agency**.**

7. The agency shall ensure that all the employees so deployed by him will get minimum wages and all other benefits admissible under various labor laws/ Act

34. SPECIAL CONDITIONS

1. Subletting the license granted to successful tenderer in any manner is not permissible and shall entail cancellation of the license.
2. The successful tenderer is required to enter into an agreement as per the time stipulations referred in these documents elsewhere or will result in cancellation of the tender.
3. If the performance of agency is not up to the mark continuously for seven days the
   Zonal Joint Commissioner shall report in writing to the Commissioner, BBMP. The BBMP Commissioner reserves the right to cancel the contract.
4. The duration of Contract is for a period of (1) One year only. No extensions are permitted.
5. The work has to be carried out as per the directions of the zonal Joint Commissioner, BBMP authorized from time to time and all the outputs required from time to time shall be furnished within the scheduled time.
6. The Agency shall comply with the orders and instructions of Commissioner in the

due discharge of work assigned.

7. If the work entrusted is not proper and to the satisfaction of BBMP and if there are any
   Complaints against the bidder, penalties will be levied as specified above. If the work of the Agency continues to be unsatisfactory, the agreement shall be terminated by the BBMP with one month notice at any time during subsistence of this agreement. Agency shall comply with the orders and instructions of the Zonal Joint Commissioner concerned on this behalf in due discharge of functions and work.
8. Any additional information required by the BBMP through its authorized officer should be furnished as instructed from time to time.
9. Agency should submit daily progress in prescribed proforma to the zonal Joint Commissioner, BBMP on subsequent day. Failing which competent authority will be at the liberty to cancel the contract without giving any prior notice.
10. The Agency or his authorized officiating person shall attend the meetings whenever called for by the Joint Commissioner, BBMP or Commissioner, BBMP.
11. The agency is responsible for prompt payment of remuneration to each individual engaged by the agency and their safety and security.
12. The Zonal Joint Commissioners through jurisdictional Zonal ARO's are responsible for identifying the unauthorized Advertisements.
13. Agency is bound to give whatever information sought by the zonal Joint Commissioner from time to time with regard to the terms of the contract or regarding removal of unauthorized advertisement or regarding any matter pertaining to the contract

35. Compensation events

The BBMP will not be responsible for any compensation that arises due to

a. Change in location.
b. Reduction in collection
c. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

36. Tax

- The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract.
- The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

38. Cost of Repairs:

A) Loss or damage to the Client's assets between the Start Date and the end of the completion periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

Finishing the Contract

39. Completion

A) The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

40 Taking over The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

41 .Termination

The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
- The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- the Contractor does not maintain a security which is required;
- if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving ,or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 41 above, the Employer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

42 . Property

42 .1 All materials on the Site, Plant, Equipment, Temporary Works and structures are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

43 Release from performance

43.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate.

Force Majeure:

1. Notwithstanding the provisions of the tender, the bidder shall not be liable for forfeiture of his performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of the above Clause, "Force Majeure" means an event beyond the control of
   The bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Commissioner, BBMP either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the qualified bidder shall promptly notify Commissioner, BBMP in writing of such conditions and the cause thereof. Unless otherwise directed by Commissioner, BBMP in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

F. Special Conditions of Contract.

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

The Contractor has to strictly adhere to the Labour Regulation Act and The Building and other construction workers (Regulation of Employment and Conditions of Service) Act 1996. No child labour is allowed and strictly prohibited at work spot.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by tile State or the Central Government or the local authority .The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications / bye laws / Acts / Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any

sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as

the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Commissioner, BBMP, out of panel of arbitrators (who shall be an Engineer) of Indian Council of Arbitration or Indian Road Congress or National Highways Authority of India.

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

SECTION 6: FINANCIAL PROPOSAL

Providing services to remove the unauthorized / illegal Advertisements in YELAHANKA ZONE of Bruhat Bangalore Mahanagara Palike

I/We having examined the bid document and understood its contents hereby submit my/ our financial proposal to **Providing services to remove the unauthorized /illegal Advertisements in Bruhath Bangalore Mahanagara Palike limits** for a period of 12 months .The bid is unconditional and unqualified.

Sl No.	Description of the work	Unit	**Rate (Inclusive of all taxes**	
			Rs. In figures	**Rs. in words**
1	Dismantling and removing of any form of **Advertisements** (of any dimensions) and of any floors, using heavy machineries like cranes, gas cutters, JCB and tipper, remove **Unauthorized and Illegal Advertisements** including loading, unloading, with all lead charges, collect and taking all structural materials using suitable accessories like gas cutter, cutting pliers, plastic ropes, bamboo stick with sickle etc. required for enforcement and including all charges etc including driver (Heavy), Cleaner & Fuel ,etc,. to carry men and material to the work spot including all charges and Supervisor with mobile and digital and video camera to take photos and film during the time of operation including other amenities with Skilled men with uniforms including all charges etc., and remove dismantled material and debris on the same day and transport the same to the weigh bridge and ,payment of weigh bridge costs complete weighing and payment to BBMP on the same day.	Metric Ton		

Bidder

NOTE.

1. Bid prices shall be quoted by the Tenderer in Indian Rupees.
2. If Bid price in words do not tally with Bid price in figure then the Bid price which amounts to the highest bid amount shall be taken as correct and this will be done by the procuring entity in accordance with the procedure for

correction by giving prompt notice of any such correction to the supplier or contractor. If the bidder does not accept the corrected amount, the bid will be rejected and the earnest money may be forfeited.

SECTION 7:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

The Commissioner,
Bruhat Bengaluru Mahanagara Palike
N R Square Bangalore-560002,

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute the tender for **Providing the services and remove the unauthorized and illegal Advertisements, in YELAHANKA zone of Bruhath Bangalore Mahanagara Palike**(hereinafter called "the Contract'). AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* Rupees _____ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____*[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contractor of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of completion of contract period.

i.e., for 13(thirteen months).

Signature and seal of the guarantor

_____

Name of Bank

_____

Address:

_____

Date _____

SPECIAL INSTRUCTIONS TO REMOVE UNAUTHORISED / ILLEGAL ADVERTISEMENTS TO THE Zonal Joint Commissioner and the AGENCY

1. Identifying the unauthorized Advertisements, issuing work order on removal of the same to the Contractor, seeing that the work order is executed within 48 hours by the Contractor, removal of unauthorized Advertisements, determining the size of such Advertisements, taking a photo of the Advertisements before and after completion of removal, imposing penalty, booking criminal cases, video graph the process of removal, details of location and address where the Advertisements was erected, details of whether structure was erected on ground/terrace/ wall etc., shall be the responsibility of the zonal Joint Commissioner, BBMP of each zone.

2. The contractor along with the jurisdictional sub division ARO, BBMP shall visit the place of the identified unauthorized Advertisements and shall take a photo of the Advertisements, size of the Advertisements ,details of location, whether structure erected on ground/terrace/ wall etc., submit the same to the office of the jurisdictional Joint Commissioner, BBMP of respective zone.

3. During each operation/ completion of operation of removal of illegal Advertisements the scrap material including all steel structures shall be got weighed jointly (AGENCY AND jurisdictional subdivision ARO and AEE) in weigh bridges and signatures shall be affixed jointly on the bill of weigh bridge and amount is arrived based on the weight of the scrap and the approved quoted rate of agency and the agency has to remit the amount on the same day as per his quoted rate with BBMP online to the account number given by BBMP, Bangalore. BBMP jurisdictional ARO shall also collect the fines as per the advertisement bye-law from illegal display as per rules.

4. The contractor shall submit all details and proof of having completely removed the Advertisements and debris from the location (enclose Photos) to the concerned

zonal Joint Commissioner. The contractor shall take away all the structure materials and debris of every unauthorized Advertisement at his own cost to the weigh bridge and duly get it weighed.

5. The jurisdictional ARO shall conduct mahazar on the spot of each Illegal Advertisement before removal and give details of the location and size of Advertisements erected, details of owner of the property, details of the advertiser who has erected the Advertisements etc.,

4. The contractor/agency shall make the payment immediately online. Each day of delay will attract a fine of 25% of the total defaulted cost to be paid by the agency/contractor. A default of more than three days, will result in a notice to be issued by the zonal Joint Commissioner on why the tender should not be cancelled. Three such notices will result in summary cancellation of the tender.
5. Separate files shall be maintained at Zonal BBMP office for each act of removal and mahajar, all vouchers, details of penalty collected, payments made by the contractor and remittances made to BBMP. The file shall be audit ready and shall be subject to audit.

6. Any jurisdictional BBMP official who fails to identify the unauthorized Advertisements or does not co-operate with the contractor or shall avoid or mislead will be dealt severely with disciplinary action. Any discrepancy found in giving required valid information and
mahazar, the concerned BBMP official and the contractor shall be held responsible for
suitable legal action.

8. All unauthorized Advertisements shall be removed without any financial burden on the BBMP.

9. Details and photos of all removed unauthorized Advertisements shall be put on the zonal BBMP notice board and web site immediately.

10. The jurisdictional AROs shall report to the Joint Commissioner of the zone ona day-to-day basis in the prescribed format about removal of all illegal advertisements failing which action has deemed fit shall be taken against concerned AROs.

11. Same way contractor shall also submit a report to the zonal Joint Commissioner, BBMP on day-to-day basis about all the advertisements removed in its jurisdiction in the prescribed format.

12. It shall be the bounden duty of the zonal Joint Commissioner BBMP to ensure that all illegal advertisements within its jurisdiction is removed with the help of contractor failing which shall be presumed that the jurisdictional officials are indirectly supporting the illegal advertisement and necessary legal action will be initiated against the concerned for abetment.

13. The zonal Joint Commissioner, BBMP shall ensure the discharge of duty of concerned ARO of the sub division to book criminal cases and levy penalty against illegal advertisements and advertisers.

14. The zonal Joint Commissioner, BBMP shall invariably inform the local police during all action for removal of illegal advertisements and obtain the assistance of local jurisdictional police as and when required.